

4/17 NETWORK MEETING - BROOKS / AMERITECH

<u>NAME</u>	<u>COMPANY</u>	<u>PHONE</u>
KAY HELTSLEY	AMERITECH	810-948-0325
CARL COOPER	BFC	(616) 224-4539
Ken ADAMS	BFC	616 224 4628
RICH KASZA	AIT	810 443-9470
ROBERT HOLLS	AIT	517-334-1069.
Roger Baaa	BFC	616-224-4289
JASON DE JONGH	BFC	616-224-4227





June 17, 1997

VIA FAX NO. 616-224-5100 AND US MAIL

Mr. Jason DeJongh
Brooks Fiber Communications
2855 Oak Industrial Drive, NE
Grand Rapids, MI 49506-1277

Dear Jason:

This is a follow up to the provisioning reconciliation meeting held at Brooks Fiber Wednesday, June 11, 1997. As you know, representatives of Brooks Fiber have reported Ameritech's service order performance for the month of April, 1997 as 55% completed on time.

Our reconciliation was based on samples of 15 or less that Brooks selected from the approximately 250 orders that Brooks claimed were missed in April 1997. Following receipt of the complete list of "missed" orders for April, Ameritech offered to jointly review and reconcile all orders or until a firm cause of the measurement difference was identified. As reconciled, and as agreed to by you, 11 of the 15 orders were completed on the Brooks Fiber desired due date. In these instances, the Brooks Fiber desired due date exceeded the Due Date interval matrix. However, these were previously reported as Ameritech missed orders by Brooks. We agreed these should not have been counted as missed interval orders.

One order was for a loop that was secured by an IDLC and required Ameritech to demultiplex that loop. Two orders for new loop installations required dispatch of an Ameritech technician to provide the loops as requested. All three orders were completed on the Firm Order confirmed due date. These situations require dispatch and as noted in the agreement, sections 8.4 and 9.4.4, the standard performance interval dates and performance criteria do not apply to unbundled loops provided under these conditions.

The final order involved Brooks request for a loop from the incorrect wire center. When Ameritech discovered the error, we informed Brooks, the desired due date was changed, and the order was completed on the confirmed due date.

Based on this information, we agreed that the original measurements as reported by Brooks Fiber from February through April were "tainted" and do not accurately reflect actual performance as requested by Brooks Fiber.

Mr. Jason DeJongh

Page Two

June 17, 1997

As noted in the reconciliation, and consistent with our companies' Interconnection Agreement, Ameritech met the Brooks Fiber desired due date or the Firm Order Confirmed due date 100% of the time. You had also agreed that based on the order sample, a complete review of your reporting process and definition will be re-evaluated.

We look forward to seeing a reconciled and published matrix analysis and will continue to work with Brooks Fiber to clarify and better understand the performance criteria as defined in the Interconnection Agreement. You may contact Bob Hollis on (517) 334-1069 or me on (312) 335-6609 with questions regarding this issue.

Sincerely,



Ron Cate

Service Management
Customer Operations



Information Industry Services
350 North Orleans Street
Floor 3
Chicago, IL 60654
Office 312/335-6532
Fax 312/335 2927

Warren L. Mickens
Vice President
Customer Operations



VIA FAX NO. 616-224-5110

FILE COPY

May 22, 1997

Mr. Carl Cooper
Brooks Fiber Communications
2855 Oak Industrial Drive, NE
Grand Rapids, MI 49506-1277

Dear Carl:

I have called you several times over the last two weeks to talk with you about a couple of business matters which need to be addressed, but I have not been successful. Therefore, I thought I would write you this note and explain my view of these matters. Hopefully, you will be able to give me a call in the near future so that we can get these matters resolved.

First, in my letter of March 12, 1997, Ameritech provided Brooks Fiber with very specific procedures on how to place an order in those cases where the end-user customer has selected service from Brooks Fiber in lieu of Ameritech service. We agreed that it is very important to follow these procedures because otherwise unnecessary facilities may be deployed to the end-user customer's premises. We experienced positive results as Brooks Service Representatives began using the procedures, however there has been some inconsistency over the past month. My managers inform me that this problem may be due to the lack of adequate training of the increased number of service representatives you recently added to your service center. Please remember that Ameritech has offered on numerous occasions to help Brooks Fiber train your service representatives. If there is anything we can do in this regard to help you improve the quality of the order you sent, please let me know and we will do our best to accommodate you.

Second, Brooks Fiber personnel provided some information to Ameritech last week concerning our performance on meeting the service intervals in our interconnection agreement. In order to better understand your data, we conducted an exhaustive analysis of the orders Brooks Fiber sent to Ameritech during March and April, 1997. On the basis of that analysis, we have come to the following conclusions:

- A large percentage of your orders are sent to the AIIS service center after the daily cut-off time of 3:00 p.m. (cst).
- A significant number of your orders involve cases where complete facilities are not in place. Ameritech could re-route these orders through the BFR process or ask that Brooks Fiber pay special construction charges. However, because the relative cost is small, we perform the necessary field work and complete the order. However, under these circumstances, it is necessary to assign a due date through the "force and load" system so as to ensure parity with the Ameritech retail units.

Mr. Carl Cooper
May 22, 1997
Page Two

- Some of your orders are for customers previously served by Ameritech on Integrated Digital Loop Carrier ("IDLC"). In these cases, field work is required to provide complete loop facilities and, again, that field work must be assigned through the "force and load" system to ensure parity.

I would be happy to share the details of these analyses and look forward to hearing from you.

Thank you for your business.

Sincerely,



Warren L. Mickens
Vice President
Customer Operations

bcc: R. Cate
K. Heltsley
R. Thomas
M. Karson
J. Lenahan
N. Cox

EXHIBIT 8.1



June 25, 1997

VIA FAX NO. 616-224-5180 AND US MAIL

Mr. Jason DeJongh
Director of Operations
Brooks Fiber Communications
2855 Oak Industrial Drive NE
Grand Rapids, MI 49506-1277

Dear Jason:

At the Joint Operations Meeting held at your location on June 19, 1997, we again discussed the provisioning intervals and "due dates met" as reported by Ameritech and Brooks Fiber.

As noted, your originally reported "on time" interval completion for April, 1997 was revised from 55% reported on May 8, 1997 to 78% verbally reported to the meeting forum on June 19. At the June 19th meeting, we offered full assistance to a further review of 101 orders again identified by Brooks Fiber as having missed the interval expectations. Service manager Bob Hollis will be meeting with Dawn Parkes to reconcile the order list forwarded to the IIS service center for review.

Also at the meeting I agreed to provide you with the list of Ameritech identified orders missed for Ameritech reasons in April as well as an explanation of interval delays that may affect assigned order due dates. The provisioning intervals set forth in Section 9.6 and the Performance Interval Dates and Performance Criteria set forth in Section 26.1.3 are not applicable to unbundled loops such as those on IDLC, provided under Section 9.4.4 of the Interconnection Agreement. The dispatch of an Ameritech technician to provide a network element not available at the time of the request may also change the desired due date. Ameritech will provide a Firm Order Confirmation due date consistent with the provisions identified in the Interconnection Agreement.

Questions or clarification regarding this process can be directed to Bob Hollis on (517) 334-1069 or to me on (312) 335-6609.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Cate".

Ron Cate

Service Management
Customer Operations

Enclosure

bcc: W. Mickens
J. Lenahan
S. West
K. Heltsley

R. Thomas
R. Hollis
C. Anderson
C. Miller

Brooks April Missed Appts

<u>Order Number</u>	<u>Items</u>	<u>Due Date</u>	<u>Completion Date</u>
C2014311144	2	4/15	4/16
C2014311940	1	3/27	4/1
C2014345628	1	4/11	4/14
C2014346022	1	4/29	4/30
C2014345942	2	4/23	4/29
C2014345030	1	3/27	4/1
C2014345614	1	4/8	4/9
C2014304578	1	4/15	4/22
C2014311956	1	4/11	4/14
C2014344091	1	4/24	4/25
C2014344938	1	4/14	4/16
C2014345364	1	4/7	4/8
C2014345370	2	4/15	4/16
C2014345389	1	4/11	4/14
C2014345474	1	4/28	4/30
C2014345629	1	4/11	4/14
C2014345973	1	4/28	4/29
C2014345978	1	4/29	4/30
C2014346064	1	4/28	4/29
C2014346641	1	4/29	4/30

EXHIBIT 8A



Information Industry Services
350 North Orleans
Floor 3
Chicago, IL 60654
Office 312/335-6626
Fax 312/527-3780

Neil E. Cox
President

Sent via facsimile and U.S. Mail

April 23, 1997

Mr. D. Craig Young
President and Chief Operating Officer
Brooks Fiber Properties, Inc.
425 Woods Mill Road South, Suite 300
Town and Country, Missouri 63017

Dear Craig:

I have read the comments regarding Ameritech's OSS interfaces in your recent submission to the Michigan Public Service Commission. The comments are not fact based. I want to make you aware that our current electronic interface capabilities, if better utilized by Brooks, would resolve many of your concerns.

Ameritech offers an electronic interface to all carriers to allow the electronic transmission of unbundled loop requests. At Brooks' discretion, requests are currently transmitted via modem using PC Telis. Ameritech receives batch files from Brooks for unbundled loops. The file transfer is initiated by Brooks. The FOCs are created by Ameritech and stored for Brooks to retrieve at intervals to suit the needs of Brooks' business processes. Other means of connecting to Ameritech to submit requests electronically, are available as an alternative, including a direct connect arrangement.

Brooks' comments that the current process involves manual confirmation of data are misleading. It is at the request of Brooks that Ameritech currently manually confirms the daily transmission of data - both orders submitted and FOC information. But these manual confirmation steps are not necessary as we have told your people. Other providers receive this information electronically and we have on several occasions offered to provide additional support to Brooks in the use of PC Telis. To date Brooks has not accepted the offers.

In addition, Ameritech has offered Brooks additional OSS interfaces that you have not yet implemented. For example, Brooks continues to request customer service records via fax despite the fact that the interface to request such records electronically is available. Another interface is available and operational today that would allow Brooks to reserve due dates prior to placing an order, rather than waiting for the FOC.

Ameritech is committed to making the transition to Brooks Fiber as seamless as possible for your customers. We are providing electronic interfaces for efficient ordering of services and to improve service to your customers. I would like the opportunity to assist you in making full use of this capability. Please let me know how I can be of assistance.

Sincerely,

Neil E. Cox

bcc: John Lenahan
Ted Edwards
Ray Thomas
Warren Mickens
Jim Styf

EXHIBIT 8B



May 3, 1996

Mr. Martin Clift, Jr.
Brooks Fiber Properties
1855 Oak Industrial Drive
Grand Rapids, Michigan 49506

Dear Marty:

In your letter to me on March 22, you identified a number of Ameritech service issues that were of critical importance to Brooks Fiber and required immediate resolution. Following is a brief summary of the investigations conducted:

SS7/DID

As discussed with you on April 26, 1996, Ameritech will agree to a trial of the items to be tested. A copy of the agreement is attached.

Loop Installations

See Attachment B for a summary of investigations.

Cutover Coordination

Additional information requested from Brooks Fiber to adequately investigate the Tickets Plus cutover issue was requested from Brooks Fiber but not provided.

Investigation of an additional cutover coordination situation indicated that cutover problem was a result of an AHS provisioning error. Methods and procedures concerning this area have been reinforced with provisioning personnel.

Directory Advertising/Listing Omissions

The processing of directory listings and directory assistance for alternative exchange carriers (AEC), such as Brooks Fiber, is coordinated through Ameritech's Advertising Services (AAS) business unit. As indicated in the letter directed to Brooks Fiber by Sue Straley of AAS (see Attachment C), a number of the service issues Brooks Fiber has experienced are associated with the manual order process currently in place between Brooks Fiber and AAS. It is my understanding that Brooks Fiber and ADS are jointly working on a process to complete the orders electronically. It is anticipated that the mechanized process will improve upon the manual order entry process and reduce order processing errors.

800 Service Linkage

As indicated in the information you provided, the issue is related to billing 800 service directed to a ported number. AHS personnel have been working directly with Brooks Fiber personnel since 2/21/96 to develop a billing solution to address this situation. During this period, all orders received from Brooks Fiber relating to this area have been processed. At this time, it is anticipated that the end user will receive a delayed bill as a result of a billing procedure that is being developed.

May 3, 1996
Page 2

Service Billing Records

AIIS is currently working on a process that would permit AECs to order and receive customer service records (CSRs) directly from the AIIS service center within 48 hours. The process is expected to be available to AECs in 60 days. Problems experienced in receiving CSRs until the process is implemented should be brought to my attention.

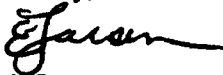
Calling Name Delivery Service

An SS7 TCAP message must be provided to Ameritech's signal transfer point (STP) from an AEC's SS7 provider in order for the calling name to be delivered from the Ameritech database. The current provider of SS7 service for Brooks Fiber must be able to deliver a SS7 TCAP to and receive a response from the Ameritech STP serving LATA 348 to provide the calling name information. An SS7 link can be provided by Ameritech at tariffed rates if Brooks Fiber determines that their current provider cannot meet this SS7 requirement. In addition to addressing the SS7 issues, a calling name delivery service contract must be signed with Ameritech.

These issues were among the many we discussed in our meeting on April 23, 1996. I think we are both in agreement that the meeting was beneficial to both organizations. As a result, I would like to suggest that we schedule these types of meetings on a regular basis.

Please call me should you have any questions or need any additional information. I can be reached at 312-335-6764.

Sincerely,



Eric Larsen
Ameritech Information Industry Services

cc: Neil Cox
Greg Dunny
Ray Thomas



TELECOMMUNICATION SERVICES
TRIAL AGREEMENT
BETWEEN
AMERITECH INFORMATION INDUSTRY SERVICES
AND
BROOKS FIBER PROPERTIES, INC.

This Telecommunication Services Trial Agreement (this "Agreement") is made and entered into as of _____, (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation (hereinafter "Ameritech") and Brooks Fiber Properties, Inc. ("Trial Customer"), (in this Agreement, Ameritech and Trial Customer are sometimes referred to collectively as the "Parties" or individually as a "Party"), with reference to the following:

RECITALS:

A. Ameritech is in the business of providing various telecommunication services; and

B. Ameritech desires to offer on a trial basis a new associated services in connection with its telecommunication services known as SPNP Direct with SS7 Signaling (hereinafter referred to as the "Service"); and

C. Trial Customer desires to take part in the trial of the Service from Ameritech (the "Trial");

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF AGREEMENT

1.1 General Scope of Service

Subject to the terms and conditions contained in this Agreement and as part of the Trial described in this Agreement, Ameritech agrees to make the Service available to Trial Customer as described in this Agreement, and Trial Customer agrees to utilize the Service. The Parties agree that this is a technical trial only and Brooks Fiber's customers will not be involved in any aspect of this Trial.

1.2 Description of Service

SPNP Direct with SS7 Signaling is being trialed as an enhancement to the existing SPNP service. SPNP

Direct with SS7 Signaling is expected to provide the ability to exchange some previously unavailable SS7 CLASS messages between Ameritech and the Trial Customer.

1.3 Trial Locations

The SPNP Direct with SS7 Trial will be conducted between Ameritech's central office located at 114 North Division and Trial Customer's central office located at 2855 Oak Industrial Drive, both locations in Grand Rapids, Michigan (hereinafter collectively referred to as the "Trial Locations").

1.4 Trial Objectives

The trial will be conducted as described below:

Implement and Test SPNP-Direct with SS7 between Ameritech and Trial Customer Trial Locations.

The objectives of the Trial are as follows:

- (a) Evaluate the technical feasibility of the Service by assessing:
 - (1) functional operations of the Service including all call completions and the operation of Caller ID and other CLASS features listed on Attachment 1. In this regard, Ameritech and Trial Customer will jointly create a test script which would test the representative calling scenarios between Ameritech and the Trial Customer; and
 - (2) usage statistics for billing functions and trunk administration purposes.
- (b) Develop method and procedure models for provisioning of the Service as a general tariff offering; and
- (c) Identify costs and establish costing methodology associated with the delivery of the Service.

2. TERM OF AGREEMENT

2.1 Term

The Trial will commence on or about May 13, 1996 (the "Commencement Date"), and will terminate thirty (30) days thereafter (the "Trial Period"); provided,

however, that if Ameritech determines that the Trial Objectives as set forth in Section 1.4 of this Agreement have not been achieved, then both parties agree to negotiate a revised Trial schedule.

2.2 Non Extension: Continuation

Upon expiration of the Trial Period and subject to its general availability, Trial Customer may elect to continue to receive the Service from Ameritech pursuant to the rates set forth in the applicable tariff when generally available. From the period Service is initiated until the date when the tariff becomes effective, Trial Customer agrees to retroactively compensate Ameritech for this Service pursuant to the applicable tariff charges.

2.3 Termination

Notwithstanding Paragraph 2.1 of this Agreement, either Party may terminate this Agreement at any time upon ten (10) days prior written notice. Each Party shall bear its own costs associated with termination of this Agreement and the Trial.

3. CHARGE

Ameritech and Trial Customer will be responsible for their individual expenses associated with the Trial as further described in Section 4 of this Agreement.

Ameritech will provide "ported" telephone numbers from the Grand Rapids Bell DSI and the Comstock Park central offices to be used during the call test scenarios.

Trial Customer shall be responsible for its expenses including the SPNP Direct with SS7 trunk group between Ameritech tandem central office and Trial Customer's central office. The Trial Customer will provide the transmission facilities for this interconnecting trunk group.

4. RESPONSIBILITIES OF THE PARTIES

4.1 Ameritech's Responsibilities

Ameritech shall provide the following support to Trial Customer at no charge during the Trial Period:

- (a) Reasonable documentation and educational material necessary to support the Trial.

- (b) Reasonable support, for Trial related activities, during Ameritech's normal business hours including the assignment of a project manager.

4.2 Trial Customer's Responsibilities

Trial Customer will utilize the Service during the Trial Period and provide the personnel, including the assignment of a project manager, necessary to conduct the Trial, including those described below:

- (a) Use of the Service so as to provide Ameritech with information to conduct an evaluation of the Trial.
- (b) Reasonable support, for Trial related activities, during Ameritech's normal business hours including the assignment of a project manager.

5. USE

5.1 Limitation of Rights Granted

This Agreement does not convey to Trial Customer any right, by license or otherwise, in or to any operations or applications software owned or licensed by Ameritech, other than as provided in this Agreement. Ameritech may terminate, in whole, this Agreement if Trial Customer or its employees or agents uses the Service for any purpose other than the Trial. Trial Customer will indemnify and hold harmless Ameritech from any liability associated with the termination pursuant to this Section 5.1.

5.2 Trial Results

Ameritech or any direct or indirect subsidiary of Ameritech may conduct, at its own expense, marketing studies with the Trial participants and Trial Customer will use reasonable efforts to cooperate with any such efforts.

5.3 Information

Any documentation or educational materials delivered to Trial Customer by Ameritech or any Ameritech subsidiary in connection with the Trial shall be and remain the sole and exclusive property of such party and shall be returned to Ameritech upon request by Ameritech or termination of this Agreement.

6. SPECIAL CONDITIONS

6.1 Excused Performance

Ameritech shall not be liable in any way for any delay or any failure to provide the Service or for any outages or interruptions in the Service under this Agreement regardless of the cause, circumstances, length or severity.

6.2 Disclaimer of Warranties

The Service is provided with no warranties or representations of any kind. Ameritech will use reasonable efforts to correct any interruption or failure of the Service but in no event will it be liable for any failure to make any such correction. AMERITECH DISCLAIMS ALL WARRANTIES INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3 Limitation of Liabilities

Ameritech assumes no liability for any customer premises equipment or software vendor who may participate in the Trial from time to time under any theory or cause of action. UNDER NO CIRCUMSTANCES WILL AMERITECH BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS.

7. GENERAL TERMS AND CONDITIONS

7.1 Assignment

Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

7.2 Benefit

This Agreement shall be binding upon and inure to the benefit of the respective successors, assignees, lessees or beneficiaries of Trial Customer and Ameritech.

7.3 Modification

Any modification of any provision of this Agreement or amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

7.4 Enforceability

If any of the provisions of this Agreement, or any portion of any provision, are held to be illegal, invalid, or unenforceable, Trial Customer and Ameritech shall negotiate a modification of or amendment to this Agreement to make this Agreement consistent with the Parties' understanding.

7.5 Governing Law

This Agreement shall be construed in accordance with and governed by the internal laws of the State of Michigan.

7.6 Entire Agreement

This is the entire and exclusive agreement between the Parties with respect to the Service provided hereunder and supersedes all prior agreements, proposal or understandings, whether written or oral, except to the extent the same may be specifically incorporated herein by reference.

7.7 Section Headings

All section headings contained herein are for convenience only and are not intended to define, limit or expand the scope of any provisions of this Agreement.

7.8 Disclosure

Neither party shall share or market any information relating to the Trial or any Service provided to Trial Customer under this Agreement, including mentioning or implying the name of Trial Customer or Ameritech, or its affiliates, without the prior written approval of the other party.

7.9 Duplicate Original

Duplicate originals of this Agreement shall be executed simultaneously with the execution of this Agreement, each of which shall be deemed an original, but which together shall constitute one and the same instrument, without necessity for the production of the other.

7.10 Notices

All communications required or permitted under this Agreement shall be addressed as follows:

If intended for Trial Customer:

Brooks Fiber Properties, Inc.
2855 Oak Industrial Drive
Grand Rapids, Michigan 49506
Attn: Martin W. Clift

If intended for Ameritech:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, Illinois 60654
Attn: Vice President & General Counsel

Executed this 12 day of June, 1996.

Brooks Fiber Properties,
Inc.

By: Martin W. Clift, Jr.

Name: Martin W. Clift, Jr.

Title: Director Regulatory Affairs

Date: June 12, 1996

Ameritech Information Industry
Services, a division of
Ameritech Services, Inc.

By: Gary J. Dumas

Name: Gary J. Dumas

Title: V.P. - Mkt. Sales, Bus. Dev. & Mktg.

Date: June 18, 1996



Attachment 1

Test Script/Record

- Basic Caller ID
- Ported # to Ported #
- Automatic Recall
- Ported # to Port # (AR)
- Simultaneous Calls
- Test for Possible Looping LD Test Calls (Chk CLID)
- LD Call to Ported # (ATT)
- LD Call to Ported # (MCI)
- LD Call to Ported # (Sprint)
- LD Call to Ported # (Taledial)
- LD Call to Ported # (Other)
- Anonymous Call Rejection
- Automatic Callback
- Automatic Recall
- Bulk Calling Line Identification
- Call Waiting Deluxe
- Calling Identity Delivery Blocking
- Calling Identity Delivery on Call Waiting
- Calling Name Delivery
- Calling Number Delivery
- Customer Originated Trace
- Distinctive Ringing
- Numbering Plan Area Split
- Screening List Editing
- Selective Call Acceptance
- Selective Call Forwarding
- Selective Call Rejection
- Visual Message Waiting Indicator
- Visual Screening List